

3B

3328971732

PRODUCER'S CODE SYK 31 559 920	NAME AND ADDRESS Marsh & McLennan	PREVIOUS POLICY NO. XLX 148 14 91 3-80	POLICY FRANCHISE NUMBER XLX-153 24 75
BRANCH CP 01	COVERAGE PROVIDED BY FIREMAN'S FUND IN COMPANY DESIGNATED AS THE AMERICAN NATIONALLY RATED BY MUNICIPAL NATIONAL SURETY	E.R. SEP 24 1932	
ITEM 1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE) W. R. Grace & Co. 1114 Avenue of the Americas New York, N.Y. 10036			
POLICY PERIOD: ITEM 2. INCEPTION (MO DAY YR) 6/30/32		EXPIRATION (MO DAY YR) 6/30/33	ITEM 3. AGENT PLEASE SHOW RATE OF COMMISSION COMM
ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY * 150,000,000 EACH OCCURRENCE * 150,000,000 AGGREGATE			
ITEM 5. PREMIUM BASIS Flat Charge		ITEM 6. ADVANCE PREMIUM: \$ 5,500 ANNUAL MINIMUM PREMIUM: \$ 5,500	ITEM 7. SCHEDULE OF UNDERLYING INSURANCE: See End't. #1
IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$ AS THE POLICY MINIMUM PREMIUM.			

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. **Coverage.** To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. **Limit of Liability.** The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this

(Continued on Page Two)

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. **Policy Period.** This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. Maintenance of Primary Insurance. The Insured warrants and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (copy) is

COUNTERSIGNATURE DATE

9/23/32 hr

COUNTERSIGNATURE OF AUTHORIZED AGENT

BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM) 5902-2-72

ing as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in Item 4 of the declarations, or renewals or replacements thereof not affording coverages other than those at inception of this policy, shall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period.

such underlying insurance is not maintained in full effect by the Insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

2. Notice of Occurrence. The Insured shall immediately advise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall not, however, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the Insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.

3. Payment of Loss. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurance has been exhausted. Upon final determination by settlement, award or verdict of the liability of the Insured, the Company shall promptly pay the Insured as the Insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 30 days after they are respectively claimed and proof of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of Insured shall not relieve the Company of any of its obligations under.

4. Payment of Expenses. Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

Insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expense hereunder shall not include salaries and expense of the Insured's employee incurred in investigation, adjustment and litigation.

5. Appeal. In the event the Insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

6. Subrogation. In the event of any payment of this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium as stated in the Declarations.

8. Cancellation. This policy may be cancelled by either party upon 30 days' notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the Insured, adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rata. However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the Insured. Notice shall be given by the Company to the Insured at the address shown in the declarations. Payment or tender of unearned premium is not a condition of cancellation.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

nuclear material is contained in spent fuel or waste at or possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

III. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating

(Continued on Next Page)

(Continued from Preceding Page)

the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste, (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

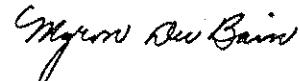
"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.



SECRETARY



PRESIDENT

FINAL PAGE

3328971733

Rmt. #5

"It is agreed that except only with respect to policy period, premium, limits of liability and architects, engineers or surveyors professional liability exclusion, this policy is hereby amended to follow all the terms, conditions, definitions, and exclusions of the first layer umbrella policy (London and various British) #X017582 and all renewals and replacements thereof."

POLICY NUMBER	INSURED	EFFECTIVE
3-80 ILX 153 24 75	W.R. Grace & Co.	6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY		PRODUCER
<i>Myron De Bain</i> PRESIDENT		<i>Marsh & McLennan</i> COUNTERSIGNATURE OF AUTHORIZED AGENT
160009-6-65 SETS		

3328971734

CANCELLATION AMENDMENT ENDORSEMENT (EXCESS UMBRELLA)

#4

It is hereby understood and agreed that the first (1st) sentence of Condition 8, CANCELLATION, is voided and replaced by the following:

"This policy may be cancelled by either party upon forty five (45) days thirty (30) days notice with respect to cancellation for non-payment of premium, in writing to the other stating the date cancellation shall be effective."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

POLICY NUMBER	INSURED	EFFECTIVE
3-80 XL 153 24 75	W.R. Grace & Co.	6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY		PRODUCER
<i>W. R. Grace & Co.</i> PRESIDENT		COUNTERSIGNATURE OF AUTHORIZED AGENT <i>W. R. Grace & Co.</i>
10-X		

180009-665 SETS

3328971735

AMENDATORY ENDORSEMENT - LIMIT OF LIABILITY

#3

INSURED	W.R. Grace & Co.	POLICY NUMBER	3-80 XLX 153 24 75
PRODUCER	Marsh & McLennan	EFFECTIVE DATE	6/30/82

In consideration of the premium charged, it is agreed Insuring Agreement 2, Limit of Liability, is changed to read as follows:

2. Limit of Liability.

The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy because of (i) personal injury and property damage arising out of the completed operations hazard and products hazard combined; or (ii) advertising whenever occurring by whatever media, on account of all occurrences; or (iii) injury arising out of any hazard, other than as described in (i) and (ii), to which the underlying policy affords coverage subject to an aggregate limit and to which this policy also applies.

All other terms and conditions of the policy remain the same and unchanged.

ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>Wynona Lee Cain</i> PRESIDENT	COUNTERSIGNATURE OF AUTHORIZED AGENT
--	-------------------------------------	--------------------------------------

3328971736

Architects, Engineers or Surveyors-Professional Liability Exclusion

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the Insured, including, but not limited to:

- (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- (b) Supervisory, inspection or engineering services

POLICY NUMBER 3-80 XL 153 24 75	INSURED W.R. Grace & Co.	EFFECTIVE 6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY <i>Myron A. Goss</i> PRESIDENT		PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT

180009-6-65 SETS

SCHEDULE OF UNDERLYING INSURANCE

INSURED	W.R. Grace & Co.	POLICY NUMBER	3-80 XLX 153 24 75
PRODUCER	Marsh & McLennan	EFFECTIVE DATE	6/30/82

\$75,000,000 X3 \$75,000,000

London	\$10,000,000
Transit Casualty	\$ 4,000,000
Am. Centennial	\$ 5,000,000
National Union	\$16,000,000
Ideal Mutual	\$ 3,000,000
Granite State	\$ 8,500,000
Hartford	\$ 3,000,000
Fireman's Fund	\$ 4,000,000
Centennial	\$ 4,000,000
Midland	\$ 3,000,000
Birmingham	\$ 2,000,000
Assoc. Int'l	\$ 5,000,000
Guarantees	\$ 3,000,000
Allianz	\$ 1,000,000
Zurich	\$ 3,500,000

* ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

Myron J. Bain
PRESIDENT

COUNTERSIGNATURE OF AUTHORIZED AGENT

SCHEDULE OF UNDERLYING INSURANCE

INSURED	W.R. Grace & Co.	POLICY NUMBER	3-80 ILX 153-24 75
PRODUCER	Marsh & McLennan	EFFECTIVE DATE	6/30/82

\$5,000,000 IS Primary

London	\$ 4,000,000
Transit Casualty	\$ 1,000,000

\$20,000,000 IS \$5,000,000

London	\$11,250,000
Transit Casualty	\$ 4,750,000
Granite State	\$ 4,000,000

\$50,000,000 IS \$25,000,000

London	\$16,000,000
A.I.U.	\$ 4,000,000
Hartford	\$ 1,500,000
Granite State	\$10,000,000
Transit Casualty	\$14,000,000
Cerling Konzern	\$ 1,000,000
National Union	\$ 1,000,000
Integrity	\$ 2,000,000
Guarantees	500,000

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY.

Michael Bain
PRESIDENT

COUNTERSIGNATURE OF AUTHORIZED AGENT

PRODUCER'S CODE LY- SL 353 920	NAME AND LOCATION Karah & McLean Inc	PREVIOUS POLICY NUMBER XLX 153 24 75	POLICY PREFIX AND NUMBER XLX-153 24 75
BRANCH			3328971739
TO A	INSURANCE PREMIUM IN COMPANY DENOM. ENTERED BY NUMBER	81 FIREMAN'S FUND 82 THE AMERICAN 87 NATIONAL BURETY	0

ITEM 1. INSUREE'S NAME AND ADDRESS (INC., STREET, TOWN, COUNTY, STATE)

W. L. Grace & Co.
1114 Avenue of the Americas
New York, N.Y. 10036

POLICY PERIOD:

6/30/82

6/30/83

ITEM 2. INCEPTION (MO. DAY YR.)

EXPIRATION (MO. DAY YR.)

12 M. A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

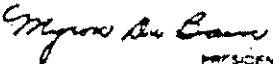
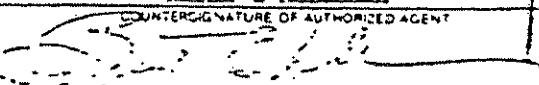
AGENT
PLEASE SHOW
RATE OF
COMMISSION

XLX-153 24 75

ITEM 3.	LIMIT OF LIABILITY:	
	\$ 11,000,000	EACH OCCURRENCE P/C \$100,000,000
	\$ 11,000,000	AGGREGATE
ITEM 4.	UNDERLYING INSURANCE LIMIT OF LIABILITY	
	\$ 150,000,000	EACH OCCURRENCE

Endt. #5

"It is agreed that except only with respect to policy period, premium, limits of liability and architects, engineers or surveyors professional liability exclusion, this policy is hereby amended to follow all the terms, conditions, definitions, and exclusions of the first layer umbrella policy (London and various British) XLX17582 and all renewals and replacements thereof."

POLICY NUMBER 3-80 XLX 153 24 75	INSURED W. L. Grace & Co.	EFFECTIVE 6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY		PRODUCER Karah & McLean Inc
 Myron B. Baum PHYSICIAN		 COUNTERSIGNATURE OF AUTHORIZED AGENT

180009-6-65 SETS

3328971740

CANCELLATION AMENDMENT ENDORSEMENT (EXCESS UMBRELLA)

#4

It is hereby understood and agreed that the first (1st) sentence of Condition 8, CANCELLATION, is voided and replaced by the following:

"This policy may be cancelled by either party upon forty five (45) days thirty (30) days notice with respect to cancellation for non-payment of premium, in writing to the other stating the date cancellation shall be effective."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

POLICY NUMBER 3-80 XL 153 24 75	INSURED W.R. Grace & Co.	EFFECTIVE 6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY <i>Myron De Barr</i> PRESIDENT		PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT
180009-8-65 SETS		

3328971741

AMENDATORY ENDORSEMENT - LIMIT OF LIABILITY

#3

INSURED	POLICY NUMBER
W.R. Grace & Co.	3-80 XLX 153 24 75
PRODUCER	EFFECTIVE DATE
Marsh & McLennan	6/30/82

In consideration of the premium charged, it is agreed Insuring Agreement 2, Limit of Liability, is changed to read as follows:

2. Limit of Liability.

The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy because of (i) personal injury and property damage arising out of the completed operations hazard and products hazard combined; or (ii) advertising whenever occurring by whatever media, on account of all occurrences; or (iii) injury arising out of any hazard, other than as described in (i) and (ii), to which the underlying policy affords coverage subject to an aggregate limit and to which this policy also applies.

All other terms and conditions of the policy remain the same and unchanged.

ONE OF THE FOREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY	<i>Myron A. Lewis</i> PRESIDENT	COUNTERSIGNATURE OF AUTHORIZED AGENT
--	------------------------------------	--------------------------------------

3328971742

Architects, Engineers or Surveyors-Professional Liability Exclusion #2

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the insured, including, but not limited to

- (a) the preparation or approval of maps, plans opinions, reports, surveys designs or specifications and
- (b) Supervisory, inspection or engineering services

POLICY NUMBER 3-60 XLX 153 24 75	INSURED W.R. Grace & Co.	EFFECTIVE 6/30/82
ONE OF THE FIREMAN'S FUND INSURANCE COMPANIES AS NAMED IN THE POLICY <i>Myron De Graw</i> PRESIDENT		PRODUCER COUNTERSIGNATURE OF AUTHORIZED AGENT
180009-645 SETS		

3328971743 (X)

SCHEDULE OF UNDERLYING INSURANCE

#1

INSURED	V.E. Grace & Co.	POLICY NUMBER	3-80 XLY 153 24 75
PRODUCER	Marsh & McLennan	EFFECTIVE DATE	6/30/82

\$5,000,000 IS Primary

London	\$ 4,000,000
Transit Casualty	\$ 1,000,000

\$20,000,000 IS \$5,000,000

London	\$11,250,000
Transit Casualty	\$ 4,750,000
Granite State	\$ 4,000,000

\$50,000,000 IS \$25,000,000

London	\$16,000,000
A.I.U.	\$ 4,000,000
Hartford	\$ 1,500,000
Granite State	\$10,000,000
Transit Casualty	\$14,000,000
Gerling Konzern	\$ 1,000,000
National Union	\$ 1,000,000
Integrity	\$ 2,000,000
Guarantee	\$ 500,000

ONE OF THE
FIREMAN'S FUND INSURANCE COMPANIES
AS NAMED IN THE POLICY

Myron L. Caw
PRESIDENT

COUNTERSIGNATURE OF AUTHORIZED AGENT

RISK SUMMARY

3328971744 C

NEW RENEWAL UMBRELLA EXCESS
UmbrellaOTHER INSURED: III.R. St. Giam & Co
1114 Ave. of the Americas
New York, N.Y. 10036PERIOD: 4/30/07 to 8/3ASSIGNED #: XLX-1532475PRODUCER: Marsh & McLennanATT: Thomas EvansPOLICY LIMIT: 11/11/07 100/100/150/0SIR: N/A PREMIUM: 5502

ENDORSEMENTS: TOTAL NUMBER ()

COMMISSION: 10%*same as expiring
schedule of underlying - see attached*TREATY LIMITS 7ABA LIMITS N/AABA FORM
COMPLETED REQUEST COPY OF FIRST UMBRELLA Yes FACULTATIVE REINSURANCE: YES NO FACULTATIVE RECAPFIREMAN'S FUND RETENTION: 7,000,000

FACULTATIVE PARTICIPANTS (QUOTA SHARE UNLESS INDICATED OTHERWISE)

CERTIFICATES RECD. & CHECKED	CONTACT & COMPANY	ASSIGNED CERT. #	LIMIT	GROSS PREMIUM	CEDING COMMISSION
	<u>Mr. (Steve Money)</u>		<u>4/9</u>	<u>2000</u>	<u>22.5%</u>

CODING PERCENTAGES:

AUTO _____

BI _____

PD _____

ALL OL&T _____

BI _____

PD _____

CONTRACTORS _____

BI _____

PD _____

ALL OTHER M&C _____

BI 65PD 35

ALL PRODUCTS _____

BI _____

PD _____

CLEARANCE -- COMPLETED

N.Y. BRANCH UNDERWRITER: From S. Monaco for Kevin Tally
9-DC-82

3328971745

ENTRY INSTRUCTIONS—E & SR—CASUALTY—7-82

CEDED REINSURANCE

ENTRY TRANSACTION NUMBER			ALLOCATION OF LIMITS (IN DOLLARS AND PERCENTAGE)			TOTAL POLICY LIMIT		E & SR TREATY LIMIT		E & SR SURPLUS TREATY LIMIT	
ORIGINAL	END NO.	REVISION EFF. DATE	POLICY NUMBER <i>XCLX 153 21 75</i>			11,000,000		7,000,000			
BRANCH <i>NYK</i> <i>3-80</i>			INSURED <i>W. R. Grace</i>								
U/I P	CLASS	MINOR CLASS				PRODUCER'S COMM <i>10</i>		PREMIUM ALLOCATION			
								GROSS <input checked="" type="checkbox"/> ADDITIONAL <input type="checkbox"/> RETURN PREMIUM DUE		E & SR TREATY 89-002-067 OF <i>64</i> % OF GROSS PREMIUM TO TREATY	
										E & SR SURPLUS TREATY 89-002-062 CODE <i>100</i> OF <i>—</i> % OF GROSS PREMIUM TO TREATY	
										PP COMM 38.61% PP COMM 32.8%	
701		01 MECHANICAL RIDE 00 OTHER	CLASS 01362	00 OTHER MAC	81 93-03		PD 84-03	81 93-03	PD 84-03	81 93-03	PD 84-03
MISC		0758 01 RAIN 02 PROD WORAWB 03 CONTEGY 04 NON APP 03 TVE 08 TWIN 06 MOLEIN-ONE 00 OTHER	XXX		82 38		XXX	82 38	XXX	82 38	
702		03 RADIO 04 TELEVISION	CLASS 73110	01 ADVERTISERS 02 ADV AGENCY	COVER 1 2 3	CLMS MADE DATE	81 93-06	XXX	81 93-06	XXX	81 93-06
O&E		03 CM BUR 06 EDP 05 MAGO	10 PAPER E 12 P FIN 17 SEC	16 CATV 00 OTHERS	COVER 1 2 3	CLMS MADE DATE	81 93-06	XXX	81 93-06	XXX	81 93-06
7774		01 CPA 02 LAWYERS	04 ARCHS ENG 00 OTHERS	COVER 1 2 3		CLMS MADE DATE	81 93-06	XXX	81 93-06	XXX	81 93-06
8088		01 PHY BURG DENT 03 ALL OTHER MEDICAL PROF	02 HOSPITAL	COVER 1 2 3 4 5 6 7		CLMS MADE DATE	81 93-76	XXX	81 93-76	XXX	81 93-76
APPLICABLE TO 701-702		POLICY LIMITS 1 2 3 4 5 6				E & SR TREATY LIMITS 1 2 3 4 5 6					
711		04 TRUCKMEN 00 OTHER COMMERCIAL	81 93-04		PD 84-04	81 93-04	PD 84-04	81 93-04	PD 84-04		
EXCESS		01 BUSES 00 OTHER PUBLIC	81 93-04		PD 84-04	81 93-04	PD 84-04	81 93-04	PD 84-04		
0		00 ALL OL & T	81 93-03		PD 84-03	81 93-03	PD 84-03	81 93-03	PD 84-03		
7778		00 ALL MAC	65135		PD 84-02	81 93-02	PD 84-02	81 93-02	PD 84-02		
7777		00 ALL PRODUCTS	3575		PD 84-04	81 93-04	PD 84-04	81 93-04	PD 84-04		
7774		01 CPA 02 LAWYERS	04 ARCHS ENG 00 OTHERS	COVER 1 2 3	CLMS MADE DATE	81 93-06	XXX	81 93-06	XXX	81 93-06	
8088		01 PHY BURG DENT 03 ALL OTHER MEDICAL PROF	02 HOSPITAL	COVER 1 2 3 4 5 6 7	CLMS MADE DATE	81 93-76	XXX	81 93-76	XXX	81 93-76	
0388		WORKERS COMPENSATION	UNDERLYING RUM CODE 1 2 3 4 5 6 7 8 9				81-10	XXX	81-10	XXX	81-10
EXCESS POLICY LIMITS		PRIMARY BI LIMITS 1 2 3 4 5 6 7 8 9				PRIMARY PD LIMITS 0 1 2 3 4 5 6 7 8 9				E & SR TREATY LIMITS 1 2 3 4 5	
712		04 TRUCKMEN 00 OTHER COMMERCIAL	81 93-04		PD 84-04	81 93-04	PD 84-04	81 93-04	PD 84-04		
SUPERCOVER		01 BUSES 00 OTHER PUBLIC	81 93-03		PD 84-03	81 93-03	PD 84-03	81 93-03	PD 84-03		
8		00 ALL OTHER OL & T 00 CONDOS	81 93-02		PD 84-02	81 93-02	PD 84-02	81 93-02	PD 84-02		
7778		01 CONTRACTORS 00 ALL OTHER MAC	81 93-04		PD 84-04	81 93-04	PD 84-04	81 93-04	PD 84-04		
7777		00 ALL PRODUCTS	81 93-04		PD 84-04	81 93-04	PD 84-04	81 93-04	PD 84-04		
7774		01 CPA 02 LAWYERS	04 ARCHS 05 CONDOS D&O 00 OTHERS	COVER 1 2 3	CLMS MADE DATE	81 93-06	XXX	81 93-06	XXX	81 93-06	
8088		01 PHY-BURG-DENT 03 ALL OTHER MEDICAL PROF.	02 HOSPITAL	COVER 1 2 3 4 5 6 7	CLMS MADE DATE	81 93-76	XXX	81 93-76	XXX	81 93-76	
EXCESS POLICY LIMITS		PRIMARY BI LIMITS 1 2 3 4 5 6 7 8 9				PRIMARY PD LIMITS 0 1 2 3 4 5 6 7 8 9				HIGH RISK IDENTITY 1 HI 2 LO	
UNDERWRITER <i>John W. Grace</i>		DATE <i>7/23/62</i>				DOES OUTSIDE REINSURANCE APPLY? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES—SEE REVERSE SIDE					

380090-7-82

3328971746

(C)

MORE ENTRY INSTRUCTIONS (CONTINUED FROM REVERSE SIDE)

FACULTATIVE CEDED REINSURANCE

REINSURER	MAILING ADDRESS	REINSURANCE CERT. NO.	PAY PREMIUM TO REINS. COMPANY	LIABILITY (PERCENT OR DOLLARS)	PREMIUM TO REINSURER	REINS. COMM
H.B.G. HANOVER RE GERMANY C/O ESRM INC.	<input type="checkbox"/> SAN FRANCISCO <input type="checkbox"/> NEW YORK <input checked="" type="checkbox"/> CHICAGO	99-002-335 *		4,000,000	1300	700 22 1/2
						(INCLUDING TAX & BOARD)
REINSURER	MAILING ADDRESS	REINSURANCE CERT. NO.	PAY PREMIUM TO		B.I. P.D.	
			REINS. COMPANY <input type="checkbox"/> REINS. BROKER <input type="checkbox"/> PRODUCER			
REINSURER	MAILING ADDRESS	REINSURANCE CERT. NO.	PAY PREMIUM TO		B.I. P.D.	
			REINS. COMPANY <input type="checkbox"/> REINS. BROKER <input type="checkbox"/> PRODUCER			
						(INCLUDING TAX & BOARD)

TO: CLAIMS (FOR CLAIMS DEPARTMENT USE ONLY)

1. IF LIABILITY CEDED BLOCK ABOVE (NOTE*) INDICATES "FIRST LOSS—100% OF . ." THE FACULTATIVE REINSURER HAS ASSUMED 100% OF LIMIT AND COVERAGES INDICATED. IF APPLICABLE, ALLOCATE THIS PORTION OF TOTAL POLICY LOSS FIRST, THEN PROCEED AS INDICATED BELOW.
2. DISTRIBUTE THAT PART OF THE TOTAL POLICY LOSS (RESERVE OR PAYMENTS) ALLOCATED TO THE E & SR TREATY AS FOLLOWS

E & SR TREATY'S (NOT E & SR SURPLUS TREATY) SHARE OF LOSS AS SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR TREATY LIMIT" ON REVERSE SIDE.	LOSS ALLOCATION	
	FIREMAN'S FUND'S SHARE (NET TO F.F.)	REINSURANCE SHARE
FIRST \$1,000,000 OF LOSS TO E & SR TREATY:	50% OF LOSS	50% OF LOSS
NEXT \$2,000,000 OF LOSS TO E & SR TREATY:	25% OF LOSS	75% OF LOSS
NEXT \$2,000,000 OF LOSS TO E & SR TREATY	25% OF LOSS	75% OF LOSS
NEXT \$5,000,000 OF LOSS TO E & SR TREATY	10% OF LOSS	90% OF LOSS

3. ALLOCATE REMAINING PORTION OF TOTAL LOSS (IF ANY) AS PER THE PERCENTAGE (IN DOLLARS) SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR SURPLUS TREATY LIMIT" ON THE REVERSE SIDE AND FACULTATIVE REINSURANCE (IF SHOWN ABOVE).

ENTRY DEPARTMENT—REFER TO REVERSE SIDE FOR CODING INSTRUCTIONS.

Binder MCL-1046

3328971747

Marsh & McLennan, Incorporated
1221 Avenue of the Americas, New York, N.Y. 10020
Telephone 212 997 2000

Mr. Charles P. Krauter
Assistant Treasurer
Director Corporate Risk Management
W. R. Grace & Co.
1114 Avenue of the Americas
New York, N.Y. 10034

June 18, 1982

Date

No. 168806

Insured:

W. R. GRACE & CO., ETAL

Companies, Policy Numbers, Amounts and Signatures	Amount	Rate of Premium	Effective	Expiring
Firemans Fund Insurance Co. 110 William Street New York, N.Y. 10038		6/30/82	6/30/83	
<u>Excess Umbrella Liability</u>				
As agreed please bind \$11 Million part of \$100 Million excess of \$150 Million.				
1) Coverage, terms and conditions following form of lead umbrella (London). 2) Annual Premium - \$5,500.				

Attn: XLX 1532475

Kevin Talty

(3) Following form endorsement to be issued with policy (sample attached).
 4) Please advise policy number as soon as possible
 5) Commission - 10%

Rec'd for K. Talty
 K. Rogel 6-21-82

Reporting Form Forms Herewith Forms To Come Use Company Forms Copies and Original

This binder is subject to the terms of the usual form policy issued to provide the type of insurance described, except as noted.

BY

Thomas Evans

UNIT

MAD - CASUALTY

328971748

(P)

Following Form Endorsement

"It is agreed that except only with respect for policy terms, premium and limit of liability, this policy is hereby amended to follow all the terms, conditions, definitions and exclusions of the first layer Umbrella policy, (Policy # To Be Advised) and all renewals and replacement thereof. It is further agreed that all preprinted terms and conditions hereon are deleted to the extent that they vary from or are inconsistent with the terms and conditions of the first layer Umbrella."

11/11/2475

11/11/2475
LH

3328971730

-NOTICE OF REINSTATEMENT-

POLICY NUMBER	EFFECTIVE DATE OF REINSTATEMENT	ISSUING OFFICE	DATE MAILED
XIX 153 24 750	1-20-83	XJPS NY	1-4-83

We are pleased to tell you that your policy, which was canceled, is reinstated. The reinstated policy is effective on the date listed above at the standard time specified in your policy.

The policy was not in force if time elapsed between the cancellation and the reinstatement.

NAME AND ADDRESS OF INSURED

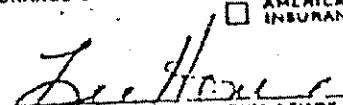
W R Grace and Co
1114 Ave of the Americas
New York, NY 10036

NAME AND ADDRESS OF
MORTGAGEE, LIENHOLDER OR LOSS PAYEE

AGENT OR BROKER
Code: 31 559 920
Marsh and McLennan
1221 Avenue of the Americas
New York, NY 10020

FIREMAN'S FUND
INSURANCE COMPANY
 THE AMERICAN
INSURANCE COMPANY

NATIONAL SURETY
CORPORATION
 ASSOCIATED INDEMNITY
CORPORATION
 AMERICAN AUTOMOBILE
INSURANCE COMPANY


AUTHORIZED SIGNATURE

BRANCH COPY

485050-3-60

3328971321

NOTICE OF CANCELLATION OR NONRENEWAL

If this notice affords a greater period of notice than that specified in the policy contract, the provisions of this notice shall control.

EFFECTIVE DATE OF CANCELLATION OR TERMINATION	ISSUING OFFICE	DATE MAILED
12/20/83	NJPS NY	12/21/82

If this notice applies to a policy that provides Fire Insurance coverage and you have trouble replacing it, contact your agent or broker. You may be eligible for coverage thru the Fair Access to Insurance Requirements Plan (FAIR Plan), if the plan is available in your state.

**POLICY NUMBER AND
NAME AND ADDRESS OF INSURED**

INSURED'S POLICY NUMBER AND
NAME AND ADDRESS OF MORTGAGEE OR LOSS PAYEE

XLIX 153 24 75
W. E. Grace & Co.
1114 Avenue of the Americas
New York NY 10036

APPLICABLE PARAGRAPH IS MARKED

CANCELLATION: We must tell you that your policy will be canceled on the effective date listed in this notice at the standard time specified in your policy. Any claim originating prior to this date will not be affected by this cancellation. Any unearned premium due you will be refunded if it does not accompany this notice. If you have not discussed your continued insurance protection with your agent or broker, please contact him about other insurance plans. We are sorry that protection cannot be continued.

CANCELLATION - NONPAYMENT OF PREMIUM 5500.00
Because we have not received the balance due, we must tell you that your policy will be canceled on the selective date listed in this notice or the standard time specified in your policy. Any claim originating prior to this date will not be affected by this cancellation. If you are entitled to any unearned premium that does not accompany this notice it will be refunded. We are sorry that your protection cannot be continued under this policy. If the amount due is received in our office before the effective date of cancellation, your policy will be fully reinstated. Please send the pay-

NONRENEWAL: We wish to notify you that your current insurance policy will not be renewed and your coverage will end on the termination date shown above, at the standard time specified in your policy. If you have not discussed your continued insurance protection with your agent or broker, please contact him about other insurance plans. We are sorry that protection cannot be continued.

10. *Leucosia* (Leucosia) *leucostoma* (Fabricius) (Fig. 10)

AGENT OR BROKER

Code: 31 559 920
Marah & McLennan
1221 Avenue of the Americas
New York NY 10020

**FIREMAN'S FUND
INSURANCE COMPANY
THE AMERICAN
INSURANCE COMPANY**

- NATIONAL SURETY CORPORATION
- ASSOCIATED INDEMNITY CORPORATION
- AMERICAN AUTOMOBILE INSURANCE COMPANY

- BRANCH COPY

AUTHORIZED SIGNATURE

BLANKET EXCESS LIABILITY POLICY
(FOLLOWING FORM)

Coverage is provided in the Company designated by number, a stock insurance company (herein called the Company)

DECLARATIONS

1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)



FIREMAN'S
FUND
INSURANCE
COMPANIES
MAIL ADDRESS
SAN FRANCISCO
CALIFORNIA

01 FIREMAN'S FUND

INSURANCE COMPANY
SAN FRANCISCO, CALIFORNIA

18. THE AMERICAN

INSURANCE COMPANY
PARSIPPANY, NEW JERSEY

07 NATIONAL SURETY

CORPORATION
CHICAGO, ILLINOIS

13 ASSOCIATED INDEMNITY

CORPORATION
SAN FRANCISCO, CALIFORNIA

15 AMERICAN AUTOMOBILE

INSURANCE COMPANY
CREVE COEUR, MISSOURI

POLICY PERIOD:

ITEM 2.

INCEPTION (MO. DAY YR.)
12:01 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

EXPIRATION (MO. DAY YR.)

ITEM 3.

LIMIT OF LIABILITY:

\$ EACH OCCURRENCE
\$ AGGREGATE

ITEM 4.

UNDERLYING INSURANCE LIMIT OF LIABILITY

\$ EACH OCCURRENCE
\$ AGGREGATE

ITEM 5.

PREMIUM BASIS

\$

ITEM 6.
ADVANCE PREMIUM: \$
ANNUAL MINIMUM PREMIUM: \$

THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$ AS THE POLICY MINIMUM PREMIUM.

ITEM 7. SCHEDULE OF UNDERLYING INSURANCE:

FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

1. **Coverage.** To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. **Limit of Liability.** The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence; provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability, under said applying policy or policies solely by reason of losses paid thereon account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. **Policy Period.** This policy applies only to occurrences which take place during the policy period.

DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

CONDITIONS

1. **Maintenance of Primary Insurance.** The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Continued on Page Two)

COUNTERSIGNATURE DATE

COUNTERSIGNATURE OF AUTHORIZED AGENT